

4506

BILL NO. S-79-06-29

SPECIAL ORDINANCE NO. S- 112-79

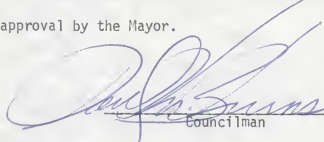
AN ORDINANCE approving Sewer Contract No. 877-79, between the City of Fort Wayne, Indiana and T-G Excavating, Inc., for Wilkie's Addition sanitary sewer.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That a certain contract, dated June 4, 1979, between the City of Fort Wayne, Indiana, by and through its Mayor and the Board of Public Works, and T-G Excavating, Inc., Contractor, for:

Construction of sanitary sewer in Wilkie's Addition, under Board of Public Works Sewer Contract No. 877-79, at a total cost of \$70,633.25, which will be paid by property owners through Barrett Bond, all as more particularly set forth in said contract which is on file in the office of the Board of Public Works and is by reference incorporated herein and made a part hereof, be and the same is in all things hereby ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

  
Councilman

APPROVED AS TO  
FORM & LEGALITY  
  
William N. Salin, City Attorney

Read the first time in full and on motion by Burns, seconded by J. Schenck and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATE: 6-26-79

Charles W. Winterman  
CITY CLERK

Read the third time in full and on motion by Burns, seconded by J. Schenck, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-VIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	<u>0</u>	_____	_____	_____
<u>BURNS</u>	<u>X</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>X</u>	_____	_____	_____	_____
<u>HUNTER</u>	<u>X</u>	_____	_____	_____	_____
<u>MOSES</u>	<u>X</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>X</u>	_____	_____	_____	_____
<u>STIER</u>	<u>X</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>X</u>	_____	_____	_____	_____

DATE: 7-10-79

Charles W. Winterman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. 2-112-79 on the 10th day of July, 1979. ATTEST: (SEAL)

Charles W. Winterman  
CITY CLERK

Winifred C. Wingo JR  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 11th day of July, 1979, at the hour of 11:30 o'clock A M., E.S.T.  
Charles W. Winterman  
CITY CLERK

Approved and signed by me this 13th day of July, 1979 at the hour of 4:15 o'clock PM, E.S.T.

Robert E. Stronberg  
MAYOR

Bill No. S-79-06-29

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance  
approving Sewer Contract No. 877-79, between the City of Fort  
Wayne, Indiana and T-G Excavating, Inc., for Wilkie's Addition  
sanitary sewer

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance DO PASS.

PAUL M. BURNS - CHAIRMAN

SAMUEL J. TALARICO - VICE CHAIRMAN

VIVIAN G. SCHMIDT

DONALD J. SCHMIDT

JAMES S. STIER

7-10-79  
DATE

CONCURRED IN

CHARLES W. WESTERMAN, CITY CLERK



## THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

May 16, 1979

The Common Council  
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

The Board of Public Works has awarded the contracts for the Ludwig Park Area Sanitary Sewer under Sewer Improvement Resolution No. 878-79, as follows:

Division I - L. W. Dailey \$323,136.90

Division II - T - G Excavating \$363,123.05

T-G Excavating, contractor for Div. II above, has also been awarded the Wilkie Addition Sanitary Sewer Contract in amount of \$70,633.25 under Sewer Improvement Resolution No. 877-79. This sewer project also will have to be finished before Ludwig Park Sewer construction may begin.

Therefore, Board of Works respectfully requests "Prior Approval" so that construction of the three sanitary sewer projects, listed above, may begin immediately.

Special Ordinance for formal approval will be submitted in the very near future.

Sincerely,

BOARD OF PUBLIC WORKS

*Henry P. Wehrenberg*  
HENRY P. WEHRENBURG, CHAIRMAN

CITY OF FORT WAYNE

*Robert E. Armstrong*  
ROBERT E. ARMSTRONG, MAYOR

ep  
APPROVED:

*Samuel J. Talarico*  
*John M. McElroy*  
*Virgil H. Schmidt*  
MEMBERS OF THE COMMON COUNCIL

ATTEST:

*Charles W. Westerman*  
CHARLES W. WESTERMAN, CLERK  
EQUAL OPPORTUNITY EMPLOYER

*William T. Dwyer*  
*Q. B. Dwyer*

BOARD ORDER NO. 224-1978

WORK ORDER NO. 72606

THIS CONTRACT made and entered into in triplicate this 4 day of June, 1979, by and between T-G EXCAVATING, INC., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor, and the Board of Public Works herein called OWNER,

WITNESSETH that the Contractor and the Owner for the considerations hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the installation of a sanitary sewer as follows:

Main Line:

Beginning at an existing manhole on an existing 18 inch sanitary sewer located 6± L.F. East and 15± L.F. South of the Northwest corner of Lot #11 of Westmoor Extended Addition; as recorded in Plat Book 22, Pages 156-158, thence Southeasterly 240± L.F. to proposed manhole #1, located 9± L.F. South and 3± L.F. West of the Northwest corner of Lot #18 of Wilkie's Addition, Section B; as recorded in Plat Book 22, Pages 16 and 17; thence Southerly 215± L.F. to proposed manhole #2, located 14± L.F. North and 1± L.F. West of Northwest corner of Lot #21 of said Wilkie's Addition, Section B; thence Southerly 215± L.F. to proposed manhole #3, located 5± L.F. North and 2.5± L.F. West of Northwest corner of Lot #24 of said Wilkie's Addition; Section B, thence Easterly 253± L.F. to proposed manhole #4, located 9± L.F. East and 2± L.F. North of Southwest corner of Lot #10 of Wilkie's Addition, Section A; as recorded in Plat Book 20, Page 62; thence Southeasterly 109± L.F. to proposed manhole #5, located 5± L.F. North and 1± L.F. West of Southeast corner of Lot #9 of said Wilkie's Addition, Section A; thence Northeasterly 347± L.F. to proposed manhole #6, located 4± L.F. North and 3± L.F. East of Northwest corner of Lot #2 of said Wilkie's Addition, Section A, and there terminating.

Lateral "A"

Beginning at said proposed manhole #1; thence Easterly 220± L.F. to proposed manhole #7, located 6± L.F. South and 60± L.F. East of Northeast corner of Lot #16 of said Wilkie's Addition; Section A thence Easterly 167± L.F. to proposed clean-out #2, located 10± L.F. East and 5± L.F. South of Northwest corner of Lot #14 of said Wilkie's Addition, Section A, and there terminating.

Lateral "B"

Beginning at said proposed manhole #5; thence Southwesterly 49± L.F. to proposed cleanout #1, located 3± L.F. South and 3± L.F. West of Northwest corner of Lot #6 of said Wilkie's Addition, Section A, and there terminating.

subject to area connection fees of \$150.00 per acre due Diversified Utilities and \$500.00 per acre due City of Fort Wayne via Res. #62-267-18.

Said sewer shall be 8" in diameter.

all according to Fort Wayne Pollution Control Engineering Department Drawing No. SY-11025, Sheet 1 through 5, and do everything required by this contract and the other documents constituting a part hereof.

#### ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the unit price sum of seventy thousand six hundred thirty-three and 25/100 dollars (\$70,633.25). In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

8" C-700 V.C.P.	Twenty-one and 16/100 Dollars	\$21.16
C.F.W. Std. M.H. Type I-A	Ten hundred eight and 00/100 Dollars	1,008.00
C.F.W. Std. M.H. Type III-A	Seven hundred ninety eight and 00/100 Dollars	798.00
8" Encased Boring "Complete"	One hundred sixteen and 00/100 Dollars	116.00
Seeding & 2" Mulch	One and 00/100 Dollars	1.00
Standard Clean Out	Three hundred thirty-two and 00/100 Dollars	332.00
6" Tapping Units Including Permit	Two hundred twenty-six and 00/100 Dollars	226.00
#73 Special Backfill	Twelve and 19/100 Dollars	12.19
Chip & Seal	Two and 96/100 Dollars	2.96
9" Deep Strength Asphalt	Forty-five and 33/100 Dollars	45.33
4"-12" Field Tile		
Replacement	Seven and 43/100 Dollars	7.43
Tree & Shrub Removal and Replacement	Two thousand two hundred and 00/100 Dollars	2,200.00
Shed Removal and Relocation	Four hundred seventy-five and 00/100 Dollars	475.00

#### ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments, if applicable, on account of the contract as provided herein, as follows:

Monthly progress payments will be made by Owner upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Engineering Department of the Owner, less the aggregate of previous payments, will be paid by Owner to the Contractor.

#### ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT (BARRETT LAW)

It is proposed that the entire project cost, i.e., construction, engineering, easement damages, highway permits, inspection, advertizing, area connection charges etc. are to be financed through assessments to the benefited property owners, and to the City of Fort Wayne.

The Contractor shall file a "Completion Affidavit" with the Board of Public Works which indicates that the work on the project is substantially completed for acceptance by the City. The Engineering Department will inspect the project and promptly inform the Contractor in writing of any deficiencies in the project for acceptance.

The Engineer may recommend to the Owner to proceed with the public hearing on the confirmation of the final assessment roll even though all surface deficiencies on the project have not been fully satisfied, providing, the Contractor has indicated his willingness in writing to escrow sufficient and adequate monies to perform the necessary work. The Owner shall determine at this public hearing both the amount of monies which will be sufficient to perform the uncompleted work and the satisfactory method of assurance that the work will be accomplished as contracted for.

It is noted in this project there is an estimated \$12,092.59 for engineering, easement damages, highway permits, inspection, advertising costs, and for area connection charges. These monies are due the City Utilities and are a part of the total bond and cash project cost. It is proposed the entire project, i.e., construction costs plus engineering, easement damages, highway permits, inspection, advertising, and area connection charges are to be financed through assessments to the benefited property owners. To accommodate the contractor in marketing the assessment roll, it is agreed that all bonds, City monies and cash payments from the property owners will be turned over to the contractor. The contractor must pay to the City Controller in cash the amounts due for engineering, easement damages, highway permits, inspection, advertising and area connection charges within 30 days after receipt of the bonds and cash for the assessment roll. Failure by the contractor to repay said funds shall constitute a breach of contract and give the City full rights to call on the contractor's bonding company for payment of monies.

#### ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Section 14 of the Compensation Act (I.C. 22-3-2-1).

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.



#### ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bounded by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978, a copy of which Section is attached and incorporated herein and made a part hereof. (NE/1 - NE/3)

#### ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana, of 1935, attached hereto and made a part hereof. In the event this contract is not executed prior to July 1, 1979, the prescribed scale of wages established for the period of time in which execution of this contract occurs shall prevail in lieu of the attached scale of wages. (WR/1).

#### ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- A. Advertisement for Bids, for Contract No. 877-79.
- B. Instructions to Bidders for Contract No. 877-79.
- C. Contractor's Proposal Dated April 4, 1979.
- D. Fort Wayne Water Pollution Control Engineering Department Construction Drawing No. SY-11025.
- E. General Specifications and Conditions, detailed specifications, construction standards for the installation of storm and sanitary sewers adopted February 26, 1976 and addendums thereof of the City of Fort Wayne's Water Pollution Control Engineering Department.
- F. Special Provisions.
- G. Certificate in compliance of Workmen's Compensation Act (I.C. 22-3-2-1).
- H. Non Discrimination of labor General Ordinance No. G-34-78 (as amended).
- I. Prevailing wage scale.
- J. Performance Bond.
- K. Payment Bond.
- L. Comprehensive Liability Insurance Coverage.
- M. Application for Cut Permit.
- N. Escrow Agreement. (if applicable)
- O. Notice of Award.
- P. Notice to Proceed.
- Q. Change Order.
- R. Notice of Final Acceptance.

#### ARTICLE 9. GUARANTEE OF WORKMANSHIP

The Contractor shall warrant all materials, labor and equipment furnished and work performed for a period of one (1) year from date of final acceptance in writing by the Owner.



#### ARTICLE 10. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof a certificate from an insurer acceptable to owner showing personal injury and property damage. Insurance inforce issued in connection with the work to be done under this Contract in accordance with said Specifications of the City of Fort Wayne, Division I, Section 7.2.2.

#### ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Pollution Control Department, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases or the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

#### ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified in the within contract in 120 consecutive calendar days after having been ordered by the Owner to commence work under this contract.

#### ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

[SEAL]

T-G EXCAVATING, INC.

BY:

Thomas M. Hickam  
Its President

BY:

George D. Merrill  
Its Corporate Secretary

CITY OF FORT WAYNE, INDIANA

BY:

Robert E. Armstrong, Mayor

ATTEST:

Ursula Miller, Clerk

APPROVED AS TO FORM AND LEGALITY:

BOARD OF PUBLIC WORKS

Henry P. Wehrenberg, Chairman

Ethel H. LaMar, Member

Max G Scott, Member

Approved by the Common Council of the City of Fort Wayne on \_\_\_\_\_ day of \_\_\_\_\_, 1979.

# Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE, MD. 21203

## Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

That T - G Excavating, Inc., 5544 Huguenard Road, Fort Wayne, Indiana 46808

(Here insert the name and address or legal title of the Contractor)

as Principal, hereinafter called Contractor, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, with its home office in the City of Baltimore, Maryland, U. S. A., as Surety, hereinafter called Surety, are held and firmly bound unto Board of Public Works, City of Fort

Wayne, City County Building, 1 Main Street, Fort Wayne, Indiana

(Here insert the name and address or legal title of the Owner)

as Oblige, hereinafter called Owner,

in the amount of Seventy Thousand Six Hundred Thirty Three Dollars and twenty five cents

Dollars (\$ 70,633.25 ), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated 19, entered into a contract with Owner for Sanitary Sewer Improvements in Wilkie's Addition  
Fort Wayne, Indiana, Resolution 877-1979, Board Order # 224-78.

in accordance with drawings and specifications prepared by City of Fort Wayne, Indiana

(Here insert full name, title and address)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

(1) Complete the Contract in accordance with its terms and conditions, or

(2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this 11th day of May A.D. 1979

In the presence of:

Louis Hester

T - G Excavating, Inc.

Principal

(SEAL)

Thomas M. Steckamp, Pres.

Title

Virginia J. Olson

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By

Duane E. Lupke

(SEAL)

Duane E. Lupke (Attorney-in-fact)

# Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE, MD. 21203

## Labor and Material Payment Bond

Note: This bond is issued simultaneously with Performance Bond in favor of the owner conditioned on the full and faithful performance of the contract.

KNOW ALL MEN BY THESE PRESENTS:

That **T - G Excavating, Inc., 5544 Huguenard Road, Fort Wayne, Indiana 46808**

(Here insert the name and address or legal title of the Contractor)

as Principal, hereinafter called Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, with its home office in the City of Baltimore, Maryland, U. S. A., as Surety, hereinafter called Surety, are held and firmly bound unto **Board of Public Works, City of Fort**

**Wayne, City County Building, 1 Main Street Fort Wayne, Indiana**

(Here insert the name and address or legal title of the Owner)

as Oblige, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of **Sevantly Thousand Six Hundred Thirty Three Dollars and twenty five cent**

(Here insert a sum equal to at least one-half of the contract price)

Dollars (**\$70,633.25**), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated **19**, entered into a contract with Owner for **Sanitary Sewer Improvements in Wilkie's Addition Fort Wayne, Indiana, Resolution 877-1979, Board Order # 224-78**,

in accordance with drawings and specifications prepared by **City of Fort Wayne, Indiana**

(Here insert full name, title and address)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a sub-contractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

(a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

(b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

(c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this **11th** day of **May** A.D. 19**79**

In the presence of:

*Lois Zentes*

**T - G Excavating, Inc.**

*Thomas M. Hoekamp, Pres.* (SEAL)  
Principal  
Title

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

*Virginia Wilson*

By *Duane E. Lupke* (SEAL)  
Duane E. Lupke (Attorney-in-Fact)

## FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE: BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The President, or any one of the Executive Vice-Presidents, or any one of the additional Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto."

does hereby nominate, constitute and appoint Walter H. Lupke, Jr., Duane E. Lupke, Donald L. Coffey, Edward B. Rice, Walter E. Boose, Marvin P. Martin, Lowell K. Zelt and Virginia T. Axson, all of Fort Wayne, Indiana, EACH.....  
its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Walter H. Lupke, Jr., et al, dated June 21, 1976.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 21st day of November, A.D. 1978.



ATTEST:

CW Robbins  
Assistant Secretary

By

C. M. Pecot, Jr.  
Vice-President

STATE OF MARYLAND  
City of Baltimore

} ss:

On this 21st day of November, A.D. 1978, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.



Melinda T. Haus  
Notary Public Commission Expires July 1, 1982

## CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this day of 1979.

L1419-Cef. 205711

Lois Shates  
Title

Thomas W. Stockamp, Pres.  
Title

Virginia T. Axson  
By

Duane E. Lupke (Attorney-in-fact) (SEAL)

4506  
TITLE OF ORDINANCE SPECIAL ORDINANCE - SEWER CONTRACT NO. 877-79 - WILKIE'S ADD. SAN. SEWER

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

8-79-06-29

SYNOPSIS OF ORDINANCE SEWER CONTRACT NO. 877-79, SANITARY SEWER IMPROVEMENT RESOLUTION NO.

877-79, FOR INSTALLATION OF A SANITARY SEWER IN WILKIE'S ADDITION, IN THE AMOUNT OF \$70,633.25,

T-G EXCAVATING, INC., CONTRACTOR FOR THE PROJECT.

(ATTACHED IS COPY OF CONTRACT)

PRIOR APPROVAL ACQUIRED, A COPY OF WHICH IS ATTACHED HERETO

EFFECT OF PASSAGE CONSTRUCTION OF SANITARY SEWER TO SERVE ABOVE-DESCRIBED AREA

EFFECT OF NON-PASSAGE INABILITY TO PROCEED WITH CONSTRUCTION AS PLANNED

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$70,633.25 FROM PROPERTY OWNERS THROUGH  
BARRETT BOND

ASSIGNED TO COMMITTEE \_\_\_\_\_